

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Charles Parish School Board
Physical Plant Services
13855 River Road
Luling, LA 70070
(Owner to provide name and address of owner)

BID FOR: Destrehan High School Track Replacement
1 Wildcat Lane
Destrehan, LA 70047

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Danny J. Hebert, P.E., L.L.C. and dated: January 23, 2020

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Five Hundred Twenty Five Thousand Three Hundred Twelve and 00/100 Dollars (\$ 525,312.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 Add Amount for Base Bid Track Surface (Maroon Color) for the lump sum of:

Eleven Thousand Nine Hundred Sixty Five and 00/100 Dollars (\$ 11,965.00)

Alternate No. 2 Add Amount for Base Bid Track Surface (Maroon Color with Gray D-Zone & Exchange Lanes) for the lump sum of:

Thirty Four Thousand Nine Hundred and 00/100 Dollars (\$ 34,900.00)

Alternate No. 3 Add Amount for 6" x 12" Concrete Curbs at Long/ Triple Jump Runways for the lump sum of:

Twenty Nine Thousand Two Hundred Sixty Five and 00/100 Dollars (\$ 29,265.00)

NAME OF BIDDER: Beynon Sports Surfaces, Inc.

ADDRESS OF BIDDER: 16 Alt Road, Hunt Valley, Maryland 21030

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 39893

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Drew Beynon

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Cheif Operation Officer

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 02-17-2020



THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. Charles Parish School Board
Physical Plant Services
13855 River Road
Luling, LA 70070
(Owner to provide name and address of owner)

BID FOR: Destrehan High School Track Replacement
1 Wildcat Lane
Destrehan, LA 70047
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Mobilization/ Demobilization/ General Conditions	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	LUMP SUM	\$6,316	\$6,316
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Demolition and Disposal of Exist. Track Surface and Adhesive (Includes Runways and D-Zone)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	5,386	SQUARE YARDS	\$2.94	\$15,834.84
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Cold Plane Asphalt and Disposal (Includes Cleanup of Surface)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	1	LUMP SUM	\$28,347	\$28,347
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Super Pave or Type A Asphalt Level Course (Includes Tack Coat, Thickness as Required for Cross Slope)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1	LUMP SUM	\$63,158	\$63,158
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Backfill Shoulder (Clay, Including Seeding)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	95	CUBIC YARDS	\$188.37	\$17,895.15
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	6" x 12" Concrete Curbs	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	845	LINEAR FEET	\$52.64	\$44,480.80
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	4" Thick x 42" Wide Concrete Repair to Runways	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	20	SQUARE YARDS	\$368.40	\$7,368
DESCRIPTION:				
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Cover/ Mask Field Edge, All Work Areas, Fencing, Bleachers, Etc. to Protect from Overspray	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	1	LUMP SUM	\$8,000.00	\$8,000.00

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. Charles Parish School Board
Physical Plant Services
13855 River Road
Luling, LA 70070
(Owner to provide name and address of owner)

BID FOR: Destrehan High School Track Replacement
1 Wildcat Lane
Destrehan, LA 70047
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> 10mm Embedded Synthetic Track Surfacing System with Specified Encapsulated Texture or Engineer Approved Alternate (Red Brick Color)
REF. NO.	QUANTITY: <u> </u> UNIT OF MEASURE: <u> </u> UNIT PRICE <u> </u> UNIT PRICE EXTENSION (Quantity times Unit Price) <u> </u>
9	5,386 SQUARE YARDS \$56.86 306,247.96
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u> </u> Stripe Track, 400 M in Accordance with NFHS
REF. NO.	QUANTITY: <u> </u> UNIT OF MEASURE: <u> </u> UNIT PRICE <u> </u> UNIT PRICE EXTENSION (Quantity times Unit Price) <u> </u>
10	1 LUMP SUM \$12,000.00 \$12,000.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Base Bid Track Surface (Owner Approved Maroon Color)
REF. NO.	QUANTITY: <u> </u> UNIT OF MEASURE: <u> </u> UNIT PRICE <u> </u> UNIT PRICE EXTENSION (Quantity times Unit Price) <u> </u>
11	1 LUMP SUM \$11,965.00 \$11,965.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> Base Bid Track Surface (Owner Approved Maroon Color with Gray D-Zone & Exchange Lanes)
REF. NO.	QUANTITY: <u> </u> UNIT OF MEASURE: <u> </u> UNIT PRICE <u> </u> UNIT PRICE EXTENSION (Quantity times Unit Price) <u> </u>
12	1 LUMP SUM \$34,900.00 \$34,900.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 6" x 12" Concrete Curbs at Long/ Triple Jump Runways
REF. NO.	QUANTITY: <u> </u> UNIT OF MEASURE: <u> </u> UNIT PRICE <u> </u> UNIT PRICE EXTENSION (Quantity times Unit Price) <u> </u>
13	490 LINEAR FEET \$59.72 \$29,267.70

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND
FOR

Destrehan High School Track Replacement

Date: February 18, 2020

KNOW ALL MEN BY THESE PRESENTS:

That Beynon Sports Surfaces, Inc. of 16 Alt Road, Hunt Valley, MD 21030, as Principal, and Federal Insurance Company, as Surety, are held and firmly bound unto the St. Charles Parish School Board (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:


Destrehan High School Track Replacement, 1 Wildcat Lane, Destrehan, LA 70047

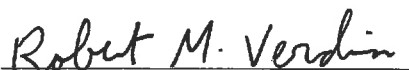
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Beynon Sports Surfaces, Inc.
PRINCIPAL (BIDDER)

Federal Insurance Company
SURETY

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER

BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
Jeffrey M. Wilson, Attorney-in-Fact


Robert M. Verdin, LA Resident Agent

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freil, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 18, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
CONVICTIONS, PLEAS AND OTHER RESPONSIBILITY MATTERS**

STATE OF Maryland)

PARISH OF Baltimore)

BEFORE ME, the undersigned Notary Public duly commissioned in and for the Parish and State aforesaid personally came and appeared:

Drew Beynon, the COO of Beynon Sports Surfaces, Inc., duly authorized ("Bidder"),

who after being duly sworn did depose, state and certify that:

1. Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State or local public entity;
2. Neither Bidder nor any individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of ten (10%) percent ownership in the Bidder, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes or equivalent federal crimes or had a civil judgment rendered against them for any of the following:

Public bribery (LSA-R.S. 14:118)

Corrupt Influencing (LSA-R.S. 14:120)

Extortion (LSA-R.S. 14:66)

Money Laundering (LSA-R.S. 14:230)

Bidder acknowledges that a conviction of or pleas of guilty or nolo contendere to state crimes or equivalent federal crimes listed in this Subsection 2 shall permanently bar any person or the Bidder from bidding on public projects.

3. Neither Bidder nor any individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of ten (10%) percent ownership in the Bidder, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes or equivalent federal crimes or had a civil judgment rendered against them for any of the following:

Theft	(LSA-R.S. 14:67)
Identity Theft	(LSA-R.S. 14:67.16)
Theft of a Business Record	(LSA-R.S. 14:67.20)
False Accounting	(LSA-R.S. 14:70)
Issuing Worthless Checks	(LSA-R.S. 14:71)
Bank Fraud	(LSA-R.S. 14:71.1)
Forgery	(LSA-R.S. 14:72)
Contractors; Misapplication of Payments	(LSA-R.S. 14:202)
Malfeasance in Office	(LSA-R.S. 14:134)

Bidder acknowledges that a conviction of or pleas of guilty or nolo contendere to the state crimes or equivalent federal crimes in this subsection 3 shall bar any person or the Bidder from bidding on public projects for a period of five (5) years from the date of conviction or from the date of the entry of the plea of guilty or nolo contendere. The five (5) year bar provided herein shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the Louisiana Public Bid Law.

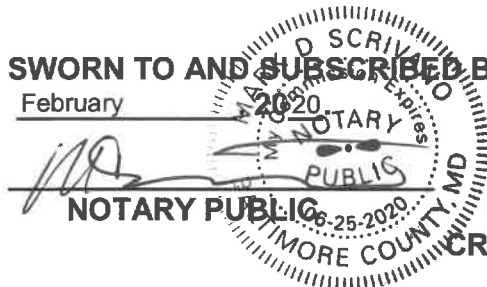
4. Bidder further acknowledges that if evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, Bidder shall be responsible for and shall indemnify the St. Charles Parish School Board for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

BIDDER:

By: Drew Beynon

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17 DAY OF

February



CRDSCPORM-1



NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

PROJECT NO. N/A

NAME Destrehan High School Track Replacement

LOCATION Destrehan, Louisiana 70047

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared Drey Beynon representing Beynon Sports Surfaces, Inc. who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the La. Revised Statutes of 1950 as amended.

(1) That affiant and his firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the above-referenced project with the St. Charles Parish School Board under which he will, if awarded the contract, receive or received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price to be received or received by affiant or his firm was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

Offeror or representative to sign
and type name below signature.



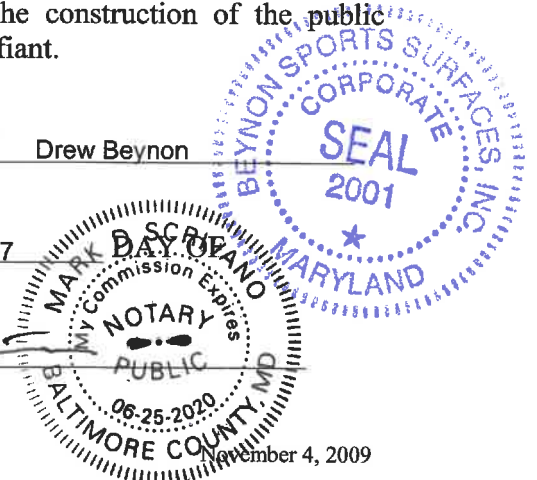
Drew Beynon

(Affiant)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17
February, 2020.


NOTARY PUBLIC

Note: This form is to be removed and used to submit a proposal.



SECTION 00064 - CERTIFICATE OF OWNER'S ATTORNEY

I, Drew Beynon the undersigned, COO the duly authorized and acting legal representative of the Beynon Sports Surfaces, Inc., do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date 02-17-2020


(Signature)

Drew Beynon

Name (Please Print)

16 Alt Road, Hunt Valley, MD 21030 .

Address



February 17, 2020

AFFIDAVIT

Beynon Sports Surfaces, Inc.'s BSS 1000 10mm Hobart Texture Synthetic Track Surfacing Material to be installed at Destrehan High School, meets the requirements defined by the manufacturers currently published specifications and any modifications outlined in the technical specifications.



Drew Beynon, COO





State Licensing Board for Contractors

This is to Certify that:

BEYNON SPORTS SURFACES, INC.
16 Alt Road
Hunt Valley, MD 21030

is duly licensed and entitled to practice the following classifications

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Expiration Date: October 28, 2021

License No: 39893

Witness our hand and seal of the Board dated,
Baton Rouge, LA 29th day of October 2018

Will B. McCP
Director

See Mallett
Chairman

Andy Rameau
Treasurer

This License Is Not Transferrable

BSS 1000

PUSH YOUR LIMITS

The BSS 1000 is the most popular track and field surface designed, manufactured and installed by Beynon Sports. With an area elastic base, known as the Force Reduction Layer, and a point elastic finish, known as the Wear Layer, the BSS 1000 is a true dual durometer sports surface. Designed for optimal shock absorbency for daily training, and providing the return of energy necessary for NCAA and International competitions, the BSS 1000 sets the bar for full pour polyurethane track and field surfaces.

Unlike multilayer full pour track and field surfaces, the BSS 1000 is built with over 65% of high performance, two-component polyurethanes formulated and produced by Beynon Sports' team of renowned chemists. The additional polymer content generates the resiliency and energy the athlete needs to propel them forward while absorbing and then returning the force of each stride toward the finish line.

Through innovative polymer formulation and production the BSS 1000 can be Tuned™ to achieve a range of force reduction values to meet IAAF performance parameters, and can be constructed at the IAAF certified thickness of 13mm or 10mm thickness for additional value.

Superior Return of Energy
Unmatched Shock Absorbency
True Dual Durometer Construction



TECHNICAL DATA

Construction

Force Reduction Layer
 2-C Polyurethane
 Mesh SBR Intermixed at 8 MM or 5mm

Wear Layer
 Virgin EPDM 2-C Polyurethane at 5 MM

Bond to the Substrate
 Chemical

Textures
 Embedded
 Encapsulated
 Hobart

BSS 1000
10mm Hobart
Synthetic Track Surfacing System Specifications

Part 1 – General

1.1 Scope

- A. The synthetic surfacing contractor shall furnish all labor, materials, equipment, supervision and services necessary for the proper completion of the **BSS 1000 Full Pour Dual Durometer** with the **Hobart** texture synthetic track surfacing and related work indicated on the drawings and specified herein.
- B. The synthetic surfacing contractor shall refer to the drawings for the required locations of synthetic track surfacing to be installed. All quantities and dimensions shall be field verified by the synthetic surfacing contractor.

1.2 Specific Scope of Work

- A. Install a full depth poured-in-place two-component, UV stabilized elastomeric polyurethane Dual Durometer synthetic surfacing system with Hobart textured finish.
- B. Layout and paint all track lines and event markings as required and specified by current NCAA and NFHS rules.

1.3 Coordination

- A. The synthetic surfacing contractor shall coordinate the work specified with an authorized and appointed representative of the owner so as to perform the work during a period and in a manner acceptable to the owner.

Part 2 – Codes and Standards

2.1 Applicable Publications

- A. Codes and standards follow the current guidelines set forth by the National Collegiate Athletic Association (NCAA), along with the current material testing guidelines as published by the American Society of Testing and Materials (ASTM).

2.2 Performance Standards

The new synthetic track surfacing system shall exhibit the following minimum performance standards:

- | | |
|-----------------------------|-----------------------|
| A. Thickness: | 10mm or as specified |
| B. Force Reduction | ≥30% |
| C. Vertical Deformation: | 0.6mm-2.5mm |
| D. Coefficient of Friction: | ≥ 0.5 (47 TRRL Scale) |
| E. Tensile Strength: | ≥ 0.5 Mpa |
| F. Elongation: | ≥ 40% |

Part 3 - Quality Assurance

3.1 Contractor and Manufacturer Qualifications

- A. The CONTRACTOR and the MANUFACTURER must be the same.
- B. The CONTRACTOR must have a minimum of 10 years experience in the installation of poured-in-place, two-component elastomeric polyurethane synthetic track surfacing.
- C. The CONTRACTOR shall be able to furnish evidence that they have been in business for a period of not less than 3 years, under the present name, and if required, furnish financial statements for each of the past 3 years.
- D. The CONTRACTOR must have installed a minimum of 10 outdoor track facilities in the last 2 years using the exact, poured-in-place, two-component elastomeric polyurethane synthetic track surfacing, as specified herein with the contractor bidding this project.
- E. The MANUFACTURER must have a minimum of 10 years of experience with compounding two-part polyurethane for athletic surfaces.
- F. CONTRACTOR is to provide a list of completed facilities, minimum of 10 which are certified to meet NCAA rules & regulations, utilizing the same product as specified.
- G. All polyurethane components must be MANUFACTURED in the United States in an ISO 9001 Certified facility.

3.2 Submittals

The following submittals must be received with bid submittal:

- A. Standard printed specifications of the synthetic track surfacing system to be installed on this project.
- B. An affidavit attesting that the synthetic track surfacing material to be installed meets the requirements defined by the manufacturers currently published specifications and any modifications outlined in those technical specifications.
- C. A synthetic track surfacing system sample, 12" x 12" in size, of the same synthetic track surfacing system to be installed on this project.
- D. A list of completed facilities, including the installing supervisor, of the exact Dual Durometer synthetic track surfacing system.

Part 4 – Materials

4.1 Elastomeric Polyurethane

- A. BEYPUR, the two-component U.V. stabilized elastomeric polyurethane compounded from polyol and isocyanate components, based on one hundred percent Methylene Diphenyl Isocyanate (MDI). No Toluene Diisocyanate Isocyanate (TDI) will be allowed.
- B. The elastomeric polyurethane shall be red in color.

4.2 EPDM Granulate

- A. The EPDM granulates shall be approximately 1 to 3mm in size.
- B. The EPDM granulates and the U.V. stabilized elastomeric polyurethane shall be color matched.

4.3 Rubber Granulate

- A. Fine mesh Styrene Butadiene Rubber (SBR) processed ground to a graded size not to exceed 20 mesh in size.
- B. A maximum of twenty percent, by weight of the SBR will be allowed in the force reduction layer.

4.4 Binder Spray

- A. Apply two applications of moisture cured binder to encapsulate embedded EPDM granulate.

- B. Coverage shall be 7-8 gallons per thousand square feet.

4.5 Pigmented Polyurethane Coating

- A. Apply two applications of pigmented polyurethane coating, color matching the EPDM and polyurethane.
- B. Coverage shall be 7 gallons per 1,000 square feet.

4.6 Line Marking Paint

- A. Manufacturers recommended pigmented paint.

Part 5 – Installation

5.1 Subbase Requirements

- A. Asphalt Compaction
 - a. The Synthetic Track Surfacing System shall be laid on an approved subbase. The General Contractor shall provide compaction test results of 92-96% for the installed subbase and asphalt surface.
 - b. For NCAA certification the following criteria must be followed. The track surface, i.e. asphalt substrate, shall not vary from planned cross slope by more than +/- 0.2%, with a maximum lateral slope outside to inside of 1%, and a maximum slope of 0.1% in any running direction. The finished asphalt shall not vary under a 10' straight edge more than 1/8".
 - c. It should be the responsibility of the asphalt-paving contractor to flood the surface immediately after the asphalt is capable of handling traffic. If, after 20 minutes of drying time, there are birdbaths evident, it shall be the responsibility of the architect, in conjunction with the surfacing contractor, to determine the method of correction. No cold tar patching, skin patching or sand mix patching will be acceptable.
- B. Asphalt Quality
 - a. No Recycled Asphalt Pavement (RAP) shall be used in the wear course asphalt mix design as the inclusion of RAP as an off-set to virgin asphalt binder results in a brittle hot-mix asphalt (HMA) with significantly lower tensile strength and fatigue resistance. The sports surfacing contractor

will not be held responsible for asphalt failures resulting from the inclusion RAP in the HMA mix design of the wear course.

- b. Any oil spills (hydraulic, diesel, motor oil, etc.) must be completely removed, either by chipping out or removing and replacing with new, keyed in asphalt. The minimum depth of any asphalt replacement shall be one inch. The curing time for the asphalt base is 28 days. It shall be the responsibility of the surfacing contractor to determine if the asphalt substrate has cured sufficiently prior to the application of polyurethane surfacing system.

C. Responsibility of Others

- a. It shall be the responsibility of the general contractor to determine if the asphalt substrate meets all design specifications, i.e. cross slopes, planarity and specific project criteria. After all the above conditions are met, the synthetic surfacing contractor must, in writing, accept the planarity of the asphalt receiving base, before work can commence.

5.2 Thickness

- A. Total thickness of the **BSS 1000 Full Pour Dual Durometer** with the **Hobart** texture synthetic track surfacing system shall average 10mm.

5.3 Equipment

- A. The **BSS 1000 Full Pour Dual Durometer** with **Hobart** texture synthetic track surfacing system components shall be processed and installed by specially designed machinery with automatic electronic portioning, which provides continuous mixing, feeding and finishing for accurate quality controlled installation.
- B. No hand mixing is allowed.

5.4 Materials

- A. Force Reduction Layer

The fine mesh SBR granules and UV stabilized elastomeric polyurethane shall be metered and mixed together on site to regulate the ratio/quantity of SBR, not to exceed fourteen percent in the system and to insure an even distribution of the granules throughout the force reduction layer. No multi-layered systems allowed.

B. Resilient Wearing Course

The 1 to 3mm EPDM granules shall be integrated within elastomeric polyurethane to the full depth of the wearing course. The resilient textured finish shall be a dense matrix of embedded EPDM granules. Excess granules shall be mechanically swept prior to coating.

C. Encapsulating Process

Apply two applications of single component binder over embedded EPDM granules. Apply two applications of two component pigmented polyurethane coating.

5.5 Site Conditions

- A. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the track material, until completion of such works.
- B. Apply Synthetic Track Surfacing in dry weather when pavement and atmospheric temperatures are fifty (50) degrees Fahrenheit or above, and are anticipated to remain above fifty (50) degrees Fahrenheit for twenty-four (24) hours after completing application.
- C. The maximum temperature cannot exceed 105 degrees at any point during a 24 - hour period.
- D. Rain cannot be falling. If there is a threat of rain, work shall cease until dry conditions can be re-established on the track pavement. Work is to proceed only when adequate curing can be guaranteed by the manufacturer.

Part 6 – Line Striping and Event Markings

6.1 Layout

- A. Line striping and event markings shall be laid out in accordance with current NCAA and NFHS rules.

6.2 Certification

- A. Upon completion of the installation, the owner shall be supplied with all necessary computations and drawings as well as a letter of certification attesting to the accuracy of the markings.

Part 7 – Guarantee

- A. Synthetic track surfacing system shall be fully guaranteed against faulty workmanship and material failure for a period of ten (10) years from the date of acceptance.
- B. Synthetic surfacing material found to be defective as a result of faulty workmanship and/or material failure shall be replaced or repaired at no charge, upon written notification within the guarantee period.

END OF SECTION

BSS 1000 10mm Installation List

Project Name	City	State	Owner	Contact	Phone	Complete
South County High School	Lorton	VA	Fairfax County Public Schools	Angela David	703-764-2457	10/25/2019
Kipp Columbus Stadium	Columbus	OH	KIPP Columbus Foundation	Hanna Powerll Turney	N/A	9/27/2019
Oak Hills High School Track	Cincinnati	OH	Oak Hills Local School Distric	Steve Bain	513-598-2943	9/9/2019
Edison High School	Alexandria	VA	Fairfax County Public Schools	David Bennett		9/4/2019
Stephen Decatur High School	Berlin	MD	Worcester County BOE	Richard W Martens	410-632-5000	8/23/2019
Bellefonte High School	Bellefonte	PA	Bellafonte Area School District	Kenneth Bean Jr	814-355-4814	7/29/2019
Lamar High School	Lamar	TX	Lamar Consolidated CISD	Kevin McKeever		7/17/2019
Our Lady of Good Counsel	Olney	MD	Our Lady of Good Counsel	John Poulos	240-283-3200	7/1/2019
Katy ISD Jr High School #16	Katy	TX	Katy ISD	Scott Walker	281-396-7557	5/28/2019
Spring Mills High School	Martinsburg	WV	Berkeley County Schools	Dan Comer	304-267-3500	5/22/2019
Houston Christian High School	Houston	TX	Houston Christian High School	Kelly Biar	713-580-6074	12/19/2018
Lee aka Wisdom High School	Houston	TX	Houston ISD	Janice James	713-556-6515	11/3/2018
David E. Williams Middle School	Corapolis	PA	Montour School District	N/A	N/A	10/22/2018
Colonial Forge High School	Stafford	VA	Stafford County Public Schools	Rebecca Kitta	540-658-6575	9/3/2018
Clear Brook High School	Friendswood	TX	Clear Creek ISD	Paul Miller	281-284-0042	7/31/2018
Clear Creek High School	League City	TX	Clear Creek ISD	Paul Miller	281-284-0042	7/31/2018
Chantilly High School	Chantilly	VA	Fairfax County Public Schools	Pete Dailey	703-764-2421	7/28/2018
Northwest High School	Omaha	NE	Omaha Public Schools	Jermey Madson	402-557-2800	7/20/2018
Campbell Elementary School	Sugarland	TX	Lamar Consolidated CISD	Mike Rice	N/A	3/25/2018
Dickinson Elementary School	Sugarland	TX	Lamar Consolidated CISD	Mike Rice	N/A	3/25/2018
Challenger Columbia Stadium	League City	TX	Clear Creek ISD	Bill Dawes	281-284-2845	9/28/2017
Ballou High School	Washington	DC	DC Dept of General Services	N/A	202-727-2800	6/6/2017
Cy-Fair High School	Cypress	TX	Cypress Fairbanks ISD	Roy Sprague Jr	281-517-2809	4/28/2017
Klein Cain High School	Houston	TX	Klein ISD	Don Blue	832-249-4515	3/10/2017
Opelika High School	Opelika	AL	Opelika City BOE	Ferrell Seymore	334-745-9700	3/1/2017
Legacy High School	Von Ormy	TX	Southwest ISD	Manuel Valles	210-622-4746	2/4/2017
Mayde Creek Jr High School	Houston	TX	Katy ISD	Liliana D Gonzales	281-396-2331	1/30/2017
KIPP College Prep School	Washington	DC	KIPP DC	Alexander Shawl	N/A	10/27/2016
Stafford High School	Falmouth	VA	Stafford County Public Schools	Rebecca Kitta	540-658-6575	8/28/2016
Woodcreek Jr High School	Katy	TX	Katy ISD	Liliana Gonzales	281-396-2331	8/22/2016
University of Michigan	Ann Arbor	MI	Michigan, University of	Deaunna Dresch	734-764-9796	8/18/2016
Cook Field	Jacksonville	TX	Jacksonville ISD	Chad Kelly	903-586-6511	8/15/2016
Central High School	Omaha	NE	Omaha Public Schools	Jermey Madson	402-557-2800	7/22/2016
McDonald Jr High School	Katy	TX	Katy ISD	Liliana Gonzales	281-396-2331	7/11/2016
Katy Jr High School	Katy	TX	Katy ISD	Liliana Gonzales	281-396-2331	6/21/2016
Cy-Fair #11 High School	Cypress	TX	Cypress Fairbanks ISD	Maureen Betker	281-838-2881	6/11/2016
Valley View High School	Pharr	TX	Valley View ISD	Rolando Ramirez	956-340-1000	4/9/2016
Montreat College Athletic Complex	Black Mountain	NC	Montreat College	N/A	N/A	3/19/2016
Barnett Herman Stadium	Houston	TX	Houston ISD	Wanda Pleasant	713-556-6547	2/12/2016
New Caney Don Ford	Porter	TX	New Caney ISD	Teresa Fields	281-658-2818 (c	1/31/2016
Cardiff Jr High School	Katy	TX	Katy ISD	Liliana Gonzales	281-396-2331	1/20/2016
Spartan Stadium	Stafford	TX	Stafford Municipal SD Track	Dr Robert Bostic	281-261-9200	1/14/2016
Brazosport High School	Freeport	TX	Brazosport ISD	Daniel Schaefer	979-730-7000	12/27/2015

Texas Texh University	Lubbock	TX	Texas Tech University	Jeff Sutherland	806-834-3359	12/7/2015
Silsbee High School	Silsbee	TX	Silsbee ISD	Bobby McGallion	409-709-3854	12/7/2015
Valley View High School	Pharr	TX	Valley View ISD	Rolando Ramirez	956-340-1000	12/2/2015
Beckendorf Jr High School	Katy	TX	Katy ISD	Liliana D Gonzales	N/A	12/1/2015
Beck Jr High School	Katy	TX	Katy ISD	Liliana Gonzales	281-396-2331	11/14/2015
Brooke Point High School	Stafford	VA	Stafford County Public Schools	Rebecca Kitta	540-658-6575	9/4/2015
Davenport University	Calledonia	MI	Davenport University	Paul Lowden	616-554-5050	9/1/2015
West Potomac High School	Alexandria	VA	Fairfax County Public Schools	Gayle Thomas	N/A	8/31/2015
North Central Texas Academy	Granbury	TX	North Central Texas Academy	Todd Shipman	254-897-4822	8/15/2015
Bronco Stadium	Dayton	TX	Dayton ISD	Steve Bell	936-257-4128	7/30/2015
Franklin Road Academy	Nashville	TN	Franklin Road Academy	N/A	615-832-8845	6/30/2015
Harpeth Hall Coll Prep	Nashville	TN	Harpeth Hall	Anne King	615-297-9543	6/9/2015
Northshore High School	Slidwell	LA	St Tammany Parish School Board	Cameron Tipton	685-898-6440	6/8/2015
Belmont University	Nashville	TN	Belmont University	Steven Barrick	615-512-9041	5/30/2015
Dunbar High School	Washington	DC	Dunbar High School	N/A	N/A	5/5/2015
Northwest Rankin High School	Brandon	MS	Rankin County SD	Lynn Weathersby	601-825-5590	5/1/2015
Johnson Bayou High School	Cameron	LA	Cameron Parish School Board	Roger Richard	337-274-7196	3/28/2015
Cinco Ranch Jr High School	Katy	TX	Katy ISD	Sherry Kozel	281-396-7797	2/12/2015
West Orange Stark High School	Orange	TX	West Orange Cove CISD	James Colbert	409-882-5500	1/27/2015
McMeans Jr High School	Katy	TX	Katy ISD	Sherry Kozel	281-396-7797	1/27/2015
Morton Ranch High School	Katy	TX	Katy ISD	Sherry S Kozel	281-396-7797	12/8/2014
Tomball High School	Tomball	TX	Tomball ISD	Gary Hutton	281-357-3170	12/6/2014
Oakton High School	Vienna	VA	Fairfax County Public Schools	Pete Dailey	703-764-2421	9/8/2014
West Texas High School	Stinnett	TX	Plemons-Stinnett-Phillips CISD	Bill Wiggins	806-878-2858	8/18/2014
Anderson Park Recreational	Atlanta	GA	City of Atlanta	Adam Smith	404-330-6204	8/1/2014
Griggs Field	West Columbia	TX	Columbia-Brazoria ISD	Dee Ann Ogburn	979-345-5147	7/12/2014
Cinco Ranch High School	Katy	TX	Katy ISD	Sherry S Kozel	281-396-7797	7/11/2014
Annunciation Orthodox School	Houston	TX	Annunciation Orthodox School	Dale Shelton	713-470-5600	6/10/2014
Johnson Bayou High School	Cameron	LA	Cameron Parish School Board	Roger Richard	337-274-7196	1/30/2014
Yale University	New Haven	CT	Yale University	John Turner	N/A	11/20/2013
West Memorial High School	Katy	TX	Katy ISD	Carol Taylor	281-396-2331	11/19/2013
Memorial Fieldhouse	Schenectady	NY	Union College	Paul Matarazzo	518-388-6398	11/14/2013
Lake Forest High School	Lake Forest	IL	Lake Forest Community SD #115	Alan Albus	847-604-7404	10/11/2013
Spring Mills High School	Martinsburg	WV	Berkeley County Schools	Don Dellinger	304-267-3500	9/30/2013
Marion High School	Marion	IL	Marion CUSD #2	Tom Gipson	618-993-2321	9/18/2013
North Stafford Jr High School	Stafford	VA	Stafford County Public Schools	Quintin Sullivan	540-658-6545	8/23/2013
Alamosa High School	Alamosa	CO	Alamosa SD RE-11J	N/A	719-587-1600	8/22/2013
Grand Lake High School	Lake Charles	LA	Cameron Parish School Board	Stephanie Rodrique	337-775-5784	7/8/2013
South Dakota University	Brookings	SD	South Dakota State University	David St John	605-688-5848	6/5/2013
Katy#7 High School	Katy	TX	Katy ISD	Nathan Fuchs	281-396-7557	5/22/2013
Seven Lakes High School	Katy	TX	Katy ISD	Patricia Fortin	281-396-7582	1/30/2013
Ingleside High School	Ingleside	TX	Ingleside Independent SD	Troy Mircovich	361-790-6260 c	1/28/2013
Morton Ranch Jr High School	Katy	TX	Katy ISD	Nathan Fuchs	281-396-7557	1/25/2013
North Shore High School	Houston	TX	Galena Park ISD	Barbara Reed	832-386-1009	1/17/2013
South Belton Middle School	Belton	TX	Belton ISD	Eric Haugeberg	254-215-2000	12/19/2012
Sweeny High School	Sweeny	TX	Sweeny ISD	Randy Miksch	979-491-8000	11/28/2012
Sauk Centre High School	Sauk Centre	MN	Sauk Centre ISD#743	Dan Brooks	320-352-2284	11/25/2012
Lipscomb University	Nashville	TN	Lipscomb University	Bill Tylor	615-966-7152	11/12/2012
Lake Braddock High School	Burke	VA	Fairfax County Public Schools	Pete Dailey	703-764-2420	9/4/2012
Hahnville High School	Boutte	LA	St Charles Parish School Board	Rodney R Lafon	N/A	9/4/2012

River Oaks Baptist School	Houston	TX	River Oaks Baptist School	Paul Mayhew	713-623-6940	8/31/2012
Garden City High School	Garden City	KS	Garden City Public Schools	N/A	N/A	8/3/2012
Baton Rouge Magnet High School	Baton Rouge	LA	East Baton Rouge Parish School	John Dilworth	225-922-5400	6/29/2012
Lovejoy High School	Lucas	TX	Lovejoy ISD	Donna Washburn	469-742-8037	6/15/2012
Seven Lakes High School	Katy	TX	Katy ISD	Carol Taylor	281-396-2331	6/11/2012
Katy JR High School	Katy	TX	Katy ISD	Carol Taylor	281-396-2331	5/24/2012
Harlingen High School	Harlingen	TX	Harlingen CISD	N/A	956-430-9500	5/19/2012
Rocky Mount High School	Rocky Mount	NC	Nash-Rocky Mount	N/A	252-459-5220	4/16/2012
Pittsburg High School	Pittsburg	KS	USD #250	Destry Brown	620-235-3100	4/10/2012



10-YEAR WARRANTY

Third Party Insured-First Eight Years

INSTALLED AT

(TYPE IN LOCATION)

WARRANTOR: Beynon Sports Surfaces, Inc. ("BSS")
16 Alt Road - Hunt Valley, Maryland 21030

OWNER: ("Owner")

PROJECT: BSS(TYPE PRODUCT) Track Surface (the "Surface(s)")
Installed at

WARRANTY: BSS warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of ten years from the Effective Date as defined below. ~~The first eight years of this warranty are insured by a third party.~~

RESPONSE FOR WARRANTY REPAIRS: BSS agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after BSS carries out all inspections and tests which it may deem necessary or advisable.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by BSS; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty, including but not limited to separations of concrete slab(s) or deterioration of asphalt not installed by BSS ; (c) the inherent characteristics of the surface or other supporting materials upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; (h) moisture accumulation under the Surface after installation which may cause: 1) bubbles under the Surface, 2) adhesion problems or failures, or 3) other problems or failures not related to defects in materials; or (i) Owner's failure to care for and maintain the Surface in accordance with BSS's written instructions.

This Warranty does not cover any staining, discolorations, or other damage caused by excessive moisture from such things as flooding, plumbing and appliance leaks, or other water leakage. BSS does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by BSS and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without BSS's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON BSS'S PART. BSS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY. THIS WARRANTY SHALL BE VOID IF CONTRACTOR HAS NOT BEEN PAID IN FULL FOR ITS WORK.

BSS'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. BSS'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

BSS neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with BSS's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at BSS's regular hourly rates and materials charges.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new BSS Surface has been installed is specifically excluded from any coverage under this Warranty. BSS's previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions in any pre-existing base or surface coating have been patched by BSS only as specified in the written plans and specifications for the Surface. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS: BSS has supplied Owner with a copy of the written Maintenance Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator, Beynon Sports Surfaces, Inc., 16 Alt Road, Hunt Valley, MD 21030.

INSPECTION AND TESTS: BSS shall be allowed to inspect the Surface during reasonable business hours regarding any claim which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as BSS in its discretion may deem advisable. Owner shall promptly furnish BSS with a copy of all written reports of any tests performed by Owner or on Owner's behalf. BSS shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that BSS shall pay for the costs of all tests and analyses conducted or directed by BSS's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Maryland.

("Owner")

Beynon Sports Surfaces, Inc.
16 Alt Rd
Hunt Valley, MD 21030

By: _____

By: _____

Drew Beynon

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____